

Date: Dec 05, 2019
CMS Type: WordPress
Registration System: CLink™ Registry
Registrar: CLink Media, Inc.

PARTIES AND IDENTIFIERS

Creation:

CLink.ID  100/5d8e3c3f9d6c6a759261
Canonical URL <https://blog.clink.media/does-the-blogosphere-need-a-registry/>

Creator/Licensor:

CLink.ID  10/yoss9l58e9l14cayvi
Janos Farkas
*****@***.****

Licensee:

CLink.ID  10/0pv4d85ivu5hkadu0udi
Gulzar Ahmed
*****@***.****

LICENSE: Licensor owns or has the authority to license rights in the Creation located at the Canonical URL and identified by the Creation Identifier as of the Date indicated above. Licensor grants Licensee a Worldwide, Non-exclusive, Non-sublicensable, Non-transferable, Royalty-Free, Revocable license to use the Creation with the specified Content Management System subject to the following terms and conditions. This License is delivered to the Licensee accompanied by an authorized copy of the Creation (in whole or part) and meta-data (collectively “Delivered Creation”).

I. DEFINITIONS

Canonical URL – a uniform resource identifier (URI) or uniform resource locator (URL) specified by the Licensor to be used when identifying the referent Creation.

Categories – a taxonomic description of the Creation. The Delivered Creation may include descriptive Categories for use in searching, sorting, and otherwise managing the Creation within the Content Management System. Generally, Categories are taxonomic descriptions of the subject matter of the Creation. See also, *Tags*.

CLink™ plug-in – refers to the CLink Media, Inc. plug-in for the specified Content Management System.

CLink.ID – global identifiers within the CLink™ Registry which uniquely identifies each of the Creation, Creator, License, Licensee, Licensor, Linked Creation, and Rights.

Content – refers to the content of the Creation. The Content consists of one or more fragments which are classified and grouped for purposes of this License.

Content Management System – a software application or related programs used to create and manage digital content.

Creation – the material that is the subject of this License. A Creation is a work created by the original Creator and fixed in a medium such that it can be perceived, reproduced, or communicated for more than a short time. Examples of Creations include: literary works including computer programs and compilations; musical works, including any accompanying lyrics; dramatic works, including any accompanying music; pantomimes and choreographic works; pictorial, graphic, and sculptural works; motion pictures and other audiovisual works; sound recordings resulting from the fixation of a series of musical, spoken, or other sounds; and architectural works. The Creation that is the subject of this License for purposes of this License

is sourced from the Licensor's Content Management System for use in the Licensee's Content Management System. For purposes of content management properties or parts of the Creation may include a Creator, post date, body, excerpt, attachments, featured image, Title, Categories, Tags, and meta-data. The body and attachments (if any) constitute an aggregate of one or more fragments of content which are characterized as "Text" or "Media" for purposes of this License. The meta-data may be embedded in the body or partitioned into separate fields for management purposes. The Creator, post date, Title, Categories, and Tags may be delivered as meta-data.

Creator – the author of the Creation. Under this Personal License, the Licensor is the Creator. The Creator is the Licensor under this Personal License.

Delivered Creation – refers to the Creation as delivered (in whole or part) via the CLink™ plug-in system. The term "Creation" may refer to either the Referent Creation or the Delivered Creation except where the context dictates otherwise.

Excerpt – an excerpt or brief subject matter description of the remainder of the Content.

Fragment – an atomic unit of content within the Creation that may be handled independently of other fragments.

Fragment Group – a collection of one or more fragments of a same class. The term "class" refers to the nature of the fragment rather than the subject matter of the fragment. Text and Media are examples of fragment classes that may be grouped in separate fragment groups. Fragment Groups may be defined on the basis of how the Content Management System classifies and manages Content.

License – permission to use the Creation within the constraints imposed by this License.

Licensee – the person receiving selected copyright-related rights in the Creation. The rights conveyed or granted are subject to the terms and conditions in this license.

Licensor – the person conveying selected copyright-related rights concerning the Creation. The rights conveyed or granted are subject to the terms and conditions in this License. The Licensor is the Creator under this Personal License.

Linked Creation – the instance of the Creation published within the Licensee's Content Management System.

Media Fragment Group – a collection of one or more fragments each of which is of the class "media" within the Content Management System. The Media Fragment Group includes, for example: audio files, video files, and image files. Examples of fragments which would be classified as media fragments within the Content Management System include files having the following formats: MPEG, JPEG, MOV, MP3, PDF, DOC, DOCX. For purposes of this License "Media" refers to the Media Fragment Group consisting of all media fragments of the Creation.

Meta-data – refers to data describing the Creation. Meta-data may include descriptive and structural meta-data. Examples of descriptive meta-data within the Content Management System include post date and taxonomic descriptors such as Tags and Categories.

Non-exclusive – means the Licensor may grant permission for others to use the Creation. The grant of a non-exclusive license does not grant the Licensee any right to exclude others from use of the Creation.

Non-sublicensable – means the Licensor does not grant the Licensee any authority to license the Creation to others.

Non-transferable – means the License is specific to the Licensee and the Licensee is not permitted to transfer the License to another.

Object Registry – a registry which utilizes unique identifiers to track the origin and use of the Creation.

Page – a pre-defined post type in WordPress. A page is a static standalone Creation and is not generally tied to any chronological posting order. A page may be composed of one or more fragments. Typically, a page may have a text body, and one or more media items (e.g., images, video, or audio files or other file attachments). The page may have an associated excerpt, post date, featured image, body, and one or more media items (e.g., images, video, or audio files or other file attachments). The page will also have a Title, Creator, and post date.

Post - a pre-defined post type in WordPress. A post is a standalone Creation typically appearing in a chronological order (forward or reverse) with respect to other posts. A post may be composed of one or more fragments. Typically, a post may have an associated excerpt, post date, featured image, body, and one or more media items (e.g., images, video, or audio files or other file attachments). The post will also have a Title, Creator, post date, and may have taxonomic descriptors such as Categories and Tags.

Post date – the date the Creation is published in a Content Management System.

Re-use button – when a Licensee publishes a licensed Creation in the Content Management System with the CLink™ plug-in, the plug-in will cause a graphical “Re-use this content” button (“Re-use button”) to accompany the publication.

Referent – depending upon context this term may also be used interchangeably with “source”, “original”, “Licensor”, “Creation”, or “Creator”.

Revocable – means the License may be revoked.

Royalty-free – means the Licensee is not required to pay the Licensor for use of the Creation within the terms and conditions of this license.

Tags - a taxonomic description of the Creation. The Delivered Creation may include descriptive Tags for use in searching, sorting, and otherwise managing the Creation within the Content Management System. See also, *Categories*.

Text Fragment Group – a collection of one or more fragments each of which falls within the classification of “text” within the Content Management System. The text of a post or page, for example, may be classified as “text” within the Content Management System. For purposes of this License “Text” refers to the Text Fragment Group consisting of all text fragments of the Creation.

Title – the title associated with the Creation.

WordPress system – refers to the WordPress® content management system.

II. TERMS

The license of Licensor’s interest in the Creation is subject to the terms set forth herein.

A. Moral Rights not Waived

This License is not a waiver of moral rights in the Creation including any right of the author or Creator of the Creation to be identified (attribution), the right to object to changes in the Creation (modification), or the right to object to the manner of presentation of the Creation (presentation). Licensor reserves all rights the Licensor may have and does not waive any right to terminate the License on moral rights grounds.

B. Licensee Posting/Publication

The Licensee's publication of the Creation within the specified Content Management System will create a Linked Creation ID within the CLink Registry. The publication becomes a Linked Creation within the Registry. The Licensee must ensure the Title, Content, and Re-use button are presented/viewable within the Licensee's Content Management System.

III. CONDITIONS

The License terminates automatically if Licensee fails to adhere to the following conditions or restrictions.

A. No Modification of License

Other than a complete deletion of the License, the Licensee is not permitted to modify, supplement, or delete individual elements of the License

B. No Distribution Right

A distribution right is a right to distribute copies of the Creation to the public by sale, rental, lease, or lending. This License does not convey or grant any license to distribute copies of the Creation by sale, rental, lease, or lending.

C. Limited Modification Right

A modification right is a right to modify the Creation to create a new work. A new work based on the Creation is known as a "derivative work." This License does not convey or grant any license to modify the Creation to create a new work except as described in this section and subject to moral rights. The Licensee is permitted to maintain a Linked Creation with a post date on or after the post date of the Referent Creation (allowing for differences in time zones). The Licensee is not permitted to maintain a Linked Creation with a Title, Content, Creator, excerpt, featured image, Canonical URL, or CLink.ID of the Creator different from those delivered with the Delivered Creation for any of the aforementioned elements that are published. The Licensee is permitted to maintain the Linked Creation with a typeface or font (specific weight, style, condensation, width, slant, case, ornamentation, and designer), layout, foreground, background, and typeface/font color other than as published by the Creator subject to moral rights. The Licensee may add taxonomic descriptors other than Tags and Categories. If the License provides the Taxonomy is "Add-to", the Licensee is not permitted to modify existing Tags and Categories provided with the Delivered Creation, however, the Licensee may append to or supplement the existing Tags and Categories in the Linked Creation with those of the Licensee's choosing. If the License provides the Taxonomy is "Modify", the Licensee may omit, modify, or supplement the Tags and Categories provided with the Delivered Creation for the Linked Creation with those of the Licensee's choosing.

D. Limited Reproduction Right

The reproduction right is the right to copy, duplicate, transcribe, or imitate the Creation in a tangible or fixed form. This license only permits Licensee to reproduce the Creation within the specified Content Management System subject to the terms and conditions in this License.

E. Limited Public Display Right

A public display right is a right to show a copy of the Linked Creation directly or by means of a film, slide, or television image at a public place or to transmit it to the public. Licensee is permitted a right to display the Linked Creation within the Content Management System in public. Licensee is not permitted to make a public display of the Linked Creation except within the specified Content Management System subject to the terms and conditions in this License. Licensee is not permitted to create, modify, interfere with, supplement, or suppress meta-data in a manner that would alter the Linked Creation Identifier or

conceal the Re-use button presented with the Linked Creation published by the Licensee.

IV. REVOCATION AND TERMINATION

A. Termination

Failure to comply with the conditions of this License results in automatic termination of the License.

B. Revocation

Failure to comply with the terms of this License (other than the conditions) may result in revocation of the license at the discretion of Licensor.

V. SEVERABILITY

If any provision of this License or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions hereof or the application of such provision to Persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

VI. LIMITED RIGHTS TO REGISTRAR

Licensor grants Registrar a non-exclusive, transferable, sub-licensable, royalty-free, and worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of the Creation as needed to deliver the Delivered Creation to Licensee. This means, for example, that Licensor grants Registrar permission to copy, store, and deliver the Creation in whole or part in order to deliver the Delivered Creation to the Licensee.

VII. BENEFICIARIES

The Licensor, Licensee, and Registrar are intended beneficiaries of this License.

VIII. OTHER TERMS/WARRANTIES

Although this License grants you certain rights to the use of the Creation within a specified Content Management System and it is intended that the automated delivery of content facilitate such use, Licensor does not warrant that the Delivered Creation is a complete copy of the Creation. The License (and rights Licensee may have) may be broader than what is received by automated delivery. The limitations of automated delivery are not intended to limit the Licensed use. Pursuant to the License you may manually transfer any portion of the Creation that was not delivered via automatic delivery. For example although the License might grant use of all media fragments of the Creation, the automated delivery system might deliver only a featured image. You may need to manually retrieve the remainder of the media fragments from the referent site to incorporate them into the Content Management System for which the License applies in order to receive the full benefit of the License.

This License is not intended to limit your rights to use the Creation pursuant to other statutory, common law, or contractual rights. For example, you are not required to comply with the License limitations for elements of the Creation already in the public domain or where your use is already permitted by statute, common law, contract, or other applicable exception or limitation. Nothing in this License is intended to limit or restrict i) any use free from copyright or ii) rights arising from limitations or exceptions provided in connection with copyright protection under copyright or other applicable law.

No warranties are given. This License may not give you all of the permissions necessary for your intended use. For example publicity, privacy, moral, or attribution rights of the Licensor or Creator(s) may

limit the manner in which you may use the material.

Nothing in this Personal License constitutes permission to assert or imply the Licensee or Licensee's use of the Creation is endorsed by, connected with, sponsored by, or granted official status with the Licensor, Creator, or any person with a right of attribution for the Creation.

UNLESS OTHERWISE MUTUALLY AGREED TO BY THE PARTIES IN WRITING, LICENSOR OFFERS THE CREATION AS-IS AND MAKES NO EXPRESS, IMPLIED, STATUTORY, OR OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THE ABSENCE OF LATENT OR OTHER DEFECTS, ACCURACY, OR THE PRESENCE OR ABSENCE OF ERRORS, WHETHER OR NOT DISCOVERABLE

EXCEPT TO THE EXTENT ALLOWED BY LAW, IN NO EVENT WILL LICENSOR BE LIABLE TO YOU ON ANY LEGAL THEORY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF THIS LICENSE OR THE USE OF THE CREATION

Janos Farkas  Electronically signed by: Janos Farkas
Reason: Licensing digital content
 10/yoss9158e9114cayvi Date: 2019-12-05 21:04:13